

CONVEYANCE

STATE OF WEST VIRGINIA §

COUNTY OF MARSHALL §

Chief Exploration & Development LLC and Radler 2000 Limited Partnership (herein each individually called "**Any Grantor**" and collectively called "**Grantor**"), for Ten Dollars and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), do hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER, and DELIVER unto Enerplus Resources (USA) Corporation (herein called "**Grantee**"), whose address is Wells Fargo Center, 1700 Lincoln Street, Suite 1300, Denver, CO 80203, effective as of May 1, 2009 (the "**Effective Date**") an undivided thirty percent (30%) interest in and of:

(a) all of Grantor's rights, titles, interests and obligations in and to the oil, gas or mineral lease(s) described on **Exhibit A** hereto and made a part hereof for all purposes; and

(b) all rights, titles, interests and obligations of Grantor in and to (i) the oil, gas or mineral lease(s) described on **Exhibit B** hereto and (ii) the wells described on **Exhibit C** hereto.

The properties, rights and interests specified in the foregoing subparagraphs (a) and (b), except for the Excluded Properties excepted and reserved below, are herein sometimes collectively called the "**Subject Properties**". The Subject Properties do not include, and there is hereby expressly excepted and excluded therefrom and reserved to Grantor:

- i. all rights and choses in action, arising, occurring or existing in favor of Grantor prior to the Effective Date or arising out of the operation of or production from the Subject Properties prior to the Effective Date (including any and all contract rights, claims, receivables, revenues, recoupment rights, recovery rights, accounting adjustments, mispayments, erroneous payments or other claims of any nature in favor of Grantor and relating and accruing to any time period prior to the Effective Date); provided, however, notwithstanding anything herein to the contrary, "Excluded Properties" shall not include any rights and choses in action arising or attributable to any Minimum Royalty Litigation with respect to the Subject Properties, regardless of whether such rights or choses in action are attributable to periods prior to, on or after the Effective Date;
- ii. any accounts payable accruing before the Effective Date;
- iii. all corporate, financial, tax and legal (other than title) records of Any Grantor;
- iv. all contracts of insurance or indemnity subject to Section 15.1 of the Purchase and Sale Agreement (as defined below);
- v. all hydrocarbon production from or attributable to production from the Subject Properties with respect to all periods prior to the Effective Date as described in Section 13.1 of the Purchase and Sale Agreement and all proceeds attributable thereto;
- vi. any refund of costs, taxes or expenses borne by Grantor attributable to the period prior to the Effective Date;
- vii. all deposits, cash, checks, funds and accounts receivable attributable to the Subject Properties with respect to any period of time prior to the Effective Date;
- viii. all computer or communications software or intellectual property (including tapes, data and program documentation and all tangible manifestations and technical information relating thereto) owned, licensed or used by Any Grantor;

- ix. any logo, service mark, copyright, trade name or trademark of or associated with Grantor or any Affiliate of Any Grantor or any business of Grantor or of any Affiliate of Any Grantor;
- x. all vehicles, offices and related office equipment;
- xi. all gathering or other pipeline systems and related equipment, inventory, easements, licenses and rights of way owned by Grantor or any Affiliate of Any Grantor (including Chief Gathering LLC) except wellsite flow lines or any of the foregoing described interests or property that are located within the boundaries of any lease included in the Subject Properties to the extent that Grantor's right to locate such interests and properties within such boundaries arise out of the terms of any such lease;
- xii. any fee mineral interests or royalty interests owned by Grantor or any Affiliate of Any Grantor; provided, however, in no event shall any leasehold interests owned by any Affiliate of Any Grantor be deemed "Excluded Properties";
- xiii. the seismic data, geological or geophysical data, or other similar data relating to any of the Subject Properties or any interpretations thereof or other data or records related thereto described in Section 1.1(m) of the Disclosure Schedule to the Purchase and Sale Agreement but only to the extent that Grantor may not assign or transfer under its existing agreements and licenses without making any additional payments or incurring any liability or obligation under such existing agreements and licenses;
- xiv. any Property excluded as part of the Title Defect process pursuant to Section 8.9(a) of the Purchase and Sale Agreement;
- xv. all claims and causes of action of Grantor against one or more third parties arising from acts, omissions or events occurring prior to the Effective Date; provided, however, "Excluded Properties" shall not include any claims and causes of action arising or attributable to any Minimum Royalty Litigation with respect to the Subject Properties, regardless of whether such claims or causes of action are attributable to periods prior to, on or after the Effective Date; and
- xvi. the Existing Hedges and all hedging transactions and any gains or losses attributable to any hedging activities, whether occurring before or after the Effective Date.

The excluded properties, rights and interests specified in the foregoing subsections (i) through (xvi), inclusive, are collectively referred to as the "**Excluded Properties.**" Grantee shall not be responsible for, and Grantor expressly retains, all liabilities related to the Excluded Properties, whether such liabilities arise before or after the Effective Date. It is understood that certain of the Excluded Properties may not be embraced by the term "Subject Properties". The fact that certain properties, rights and interests have been expressly excluded is not intended to suggest that had they not been excluded they would have constituted Subject Properties and shall be not used to interpret the meaning of any word or phrase used in describing the Subject Properties.

TO HAVE AND TO HOLD the undivided thirty percent (30%) interest herein assigned in the Subject Properties unto Grantee, and its successors and assigns, forever.

**SUBJECT TO THE PERMITTED ENCUMBRANCES (AS DEFINED IN THE PURCHASE AND SALE AGREEMENT), GRANTOR AGREES TO WARRANT AND FOREVER DEFEND TITLE TO THE UNDIVIDED THIRTY PERCENT (30%) INTEREST HEREIN ASSIGNED IN THE SUBJECT PROPERTIES UNTO GRANTEE, AND ITS SUCCESSORS AND ASSIGNS, AGAINST THE CLAIMS AND DEMANDS OF ALL PERSONS CLAIMING, OR TO CLAIM THE SAME, OR ANY PART THEREOF, BY, THROUGH OR UNDER GRANTOR, BUT NOT OTHERWISE.**

**OTHER THAN THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET OUT IN THE PURCHASE AND SALE AGREEMENT, THE JOINT DEVELOPMENT AGREEMENT AND THIS CONVEYANCE, GRANTOR HEREBY**

EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SUBJECT PROPERTIES OR THE TRANSACTION CONTEMPLATED HEREBY, AND GRANTEE AGREES THAT THE SUBJECT PROPERTIES ARE BEING SOLD BY GRANTOR "WHERE IS," "AS IS," AND "WITH ALL FAULTS." SPECIFICALLY AS A PART OF (BUT NOT IN LIMITATION OF) THE FOREGOING, GRANTEE ACKNOWLEDGES THAT, OTHER THAN THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET OUT IN THE PURCHASE AND SALE AGREEMENT, THE JOINT DEVELOPMENT AGREEMENT AND THIS CONVEYANCE, GRANTOR HAS NOT MADE, AND GRANTOR HEREBY EXPRESSLY DISCLAIMS, ANY REPRESENTATION OR WARRANTY (EXPRESS, IMPLIED, UNDER COMMON LAW, BY STATUTE OR OTHERWISE) AS TO THE CONDITION OF THE SUBJECT PROPERTIES (INCLUDING WITHOUT LIMITATION, GRANTOR DISCLAIMS ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS).

Grantor agrees to execute and deliver to Grantee, from time to time, such other and additional instruments, notices, division orders, transfer orders and other documents, and to do all such other and further acts and things as may be necessary to more fully and effectively grant, convey and assign to Grantee the undivided thirty percent (30%) interest herein assigned in Subject Properties.

This Conveyance is being executed in several counterparts all of which are identical. All of such counterparts together shall constitute one and the same instrument.

This Conveyance is made subject to (i) that certain Purchase and Sale Agreement dated August 19, 2009 (the "**Purchase and Sale Agreement**") between Grantor and Grantee and (ii) that certain Joint Development Agreement dated on or about September 1, 2009 (the "**Joint Development Agreement**") between Grantor and Grantee. The Purchase and Sale Agreement and the Joint Development Agreement contain certain representations, warranties, covenants and agreements between the parties, which survive the delivery of this Conveyance, as more particular provided for therein, but third parties may conclusively rely on this Conveyance to vest title to the Subject Properties in Grantee. Capitalized terms used in this Conveyance and otherwise not defined shall have the meanings set forth in the Purchase and Sale Agreement.

As used in this Conveyance, the words "include," "includes" and "including" will be deemed to be followed by "without limitation," pronouns in masculine, feminine, and neuter genders will be construed to include any other gender, and words in the singular form will be construed to include the plural and vice versa, unless the context otherwise requires. The words "this Conveyance," "herein," "hereof," "hereunder" and words of similar import refer to this Conveyance as a whole and not to any particular portion hereof unless expressly so limited. The Exhibits are incorporated herein by reference and made a part hereof.

This Conveyance shall bind and inure to the benefit of Grantor and Grantee and their respective successors, assigns and legal representatives.

IN WITNESS WHEREOF this Conveyance has been executed by Grantor on the date of its acknowledgments effective as of 7:00 a.m. Local Time of the location of the applicable Subject Properties on May 1, 2009.

"GRANTOR"

**CHIEF EXPLORATION & DEVELOPMENT LLC**

By: 

Name: Gynne Mildren

Title: Sr. Vice-President - Land

**RADLER 2000 LIMITED PARTNERSHIP**

By: Tug Hill, Inc., its General Partner

By: Michael G. Radler

Name: Michael G. Radler

Title: President

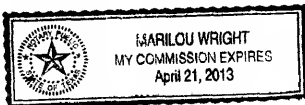
STATE OF TEXAS §

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COUNTY OF DALLAS §

On this, the 31 day of August, 2009, before me, Marilou Wright, a notary public in and for the State of Texas, the undersigned officer, personally appeared Glynne Mildren, who acknowledged himself to be the Senior Vice President – Land of Chief Exploration & Development LLC, a Texas limited liability company, and that he as such Sr. Vice President – Land, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the said limited liability company by himself as Sr. Vice President – Land. I certify that I am not an officer or director of Chief Exploration & Development LLC.

IN WITNESS THEREOF, I hereunto set my hand and official seal


Michael G. Radler  
 Notary Public, State of Texas

(SEAL)

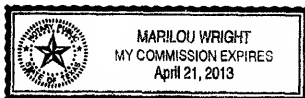
STATE OF TEXAS §

§

COUNTY OF DALLAS §

On this, the 31 day of August, 2009, before me, Marilou Wright, a notary public in and for the State of Texas, the undersigned officer, personally appeared Michael G. Radler, who acknowledged himself to be the President of Tug Hill, Inc., the general partner of Radler 2000 Limited Partnership, a Texas limited partnership, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the said general partner of the limited partnership, by himself as President. I certify that I am not an officer or director of Radler 2000 Limited Partnership or Tug Hill, Inc.

IN WITNESS THEREOF, I hereunto set my hand and official seal.


Michael G. Radler  
 Notary Public, State of Texas

(SEAL)

RETURN RECORDED DOCUMENT TO:

Enerplus Resources (USA) Corporation  
 Attn: Roxy Forst, CPL  
 Wells Fargo Center  
 1700 Lincoln Street, Suite 1300  
 Denver, CO 80203

Exhibit A  
Attached to and made a part of Conveyance dated effective May 1, 2009 from Chief Exploration & Development LLC and  
Radler 2000 Limited Partnership as Grantor, and Enerplus Resources (USA) Corporation as Grantee

Chief Lease No.	Lessor	Lessee	Lease Date	Book	Page	Recording Reference	Township, District, Borough	Tax Map(s), Parcel(s)	County
475468L-001	James Stout AKA James L. Stout and Kimberly A. Stout, husband and wife	Chief Exploration & Development LLC	8/19/2008	Pending				4-10-13.3, 40-10-13.4, 40-11-8.2, 4-11- 8.3, 4-11-8.6, 4-10-10 (surface only)	Marshall, WV
475468L-002	Annia E. Meyer, a widow Robert Glenn Hubbs, single, and Scarlett	Chief Exploration & Development LLC	8/20/2008	683	383	1272161 Memo	Clay Meade	9-12-35-00	Marshall, WV
475468L-003	Elizabethaeth Orte, single	Chief Exploration & Development LLC	9/8/2008	677	521	1265447	Meade	09-07-07	Marshall, WV

**Exhibit B**

**Attached to and made a part of that certain Conveyance effective May 1, 2009  
Between Chief Exploration & Development LLC and Radler 2000 Limited Partnership as  
Grantor, and Enerplus Resources (USA) Resources as Grantee**

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Exhibit C

Attached to and made a part of that certain Conveyance effective May 1, 2009  
Between Chief Exploration & Development LLC and Radler 2000 Limited Partnership as  
Grantor, and Enerplus Resources (USA) Resources as Grantee

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JAN PEST  
MARSHALL County 03:09:34 PM  
Instrument No 1274717  
Date Recorded 09/18/2009  
Document Type O&G  
Book-Page 685-636  
Recording Fee \$7.00  
Additional \$6.00

STATE OF WEST VIRGINIA, MARSHALL COUNTY, SCT.:

I, JAN PEST, Clerk of the County Commission of said County, do hereby certify that the annexed writing, bearing  
e on the 1<sup>st</sup> day of May, 2009, was presented for and by me, admitted to record in my office upon the  
ve certificate as to the parties therein named this 18<sup>th</sup> day of September, 2009 at 3:09 o'clock P.M.

TESTE:

*Jan Pest*

Clerk.